

**IN THE UNITED STATES BANKRUPTCY  
COURT FOR THE DISTRICT OF DELAWARE**

In re:

JAB ENERGY SOLUTIONS II, LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 21-11226 (CTG)

**AFFIDAVIT OF SERVICE**

I, Alexa Westmoreland, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtor in the above-captioned case.

On September 20, 2021, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on Castlegate Credit Opportunities Fund LLC at 780 Third Ave, 40th Floor, New York, NY 10017:

- **Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code** (Docket No. 312)
- **Order (I) Granting Interim Approval of the Disclosures; (II) Scheduling a Combined Hearing to Consider Final Approval of the Disclosures and Confirmation of the Combined Plan, and Setting Deadlines Related Thereto; (III) Approving Solicitation Packages and Procedures; (IV) Approving the Forms of Ballot; and (V) Granting Related Relief** (Docket No. 326)
- **Notice of (I) Interim Approval of Disclosures; (II) Hearing to Consider Confirmation of the Combined Plan; (III) Deadline for Filing Objections to Confirmation of the Combined Plan; (IV) Deadline for Voting on the Combined Plan; and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan** (Docket No. 331)
- **[Customized] Class 3 - Prepetition Junior Lender Claims Ballot to Accept or Reject Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code** (attached hereto as **Exhibit A**)
- **Pre-Addressed Return Envelope**

Furthermore, on September 20, 2021, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit B**:

- **Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code** (Docket No. 312)

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<sup>1</sup> The last four digits of the Debtor's U.S. tax identification number are 3625. The Debtor's mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

- **Order (I) Granting Interim Approval of the Disclosures; (II) Scheduling a Combined Hearing to Consider Final Approval of the Disclosures and Confirmation of the Combined Plan, and Setting Deadlines Related Thereto; (III) Approving Solicitation Packages and Procedures; (IV) Approving the Forms of Ballot; and (V) Granting Related Relief** (Docket No. 326)
- **Notice of (I) Interim Approval of Disclosures; (II) Hearing to Consider Confirmation of the Combined Plan; (III) Deadline for Filing Objections to Confirmation of the Combined Plan; (IV) Deadline for Voting on the Combined Plan; and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan** (Docket No. 331)
- **[Customized] Class 5 - Unsecured Claims Ballot to Accept or Reject Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code** (attached hereto as **Exhibit C**)
- **Pre-Addressed Return Envelope**
- **Letter to the Unsecured Creditors of JAB Energy Solutions II, LLC on Behalf of the Official Committee of Unsecured Creditors of JAB Energy Solutions II, LLC** (attached hereto as **Exhibit D**)

Furthermore, on September 20, 2021, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit E**:

- **Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code** (Docket No. 312)
- **Order (I) Granting Interim Approval of the Disclosures; (II) Scheduling a Combined Hearing to Consider Final Approval of the Disclosures and Confirmation of the Combined Plan, and Setting Deadlines Related Thereto; (III) Approving Solicitation Packages and Procedures; (IV) Approving the Forms of Ballot; and (V) Granting Related Relief** (Docket No. 326)
- **Notice of (I) Interim Approval of Disclosures; (II) Hearing to Consider Confirmation of the Combined Plan; (III) Deadline for Filing Objections to Confirmation of the Combined Plan; (IV) Deadline for Voting on the Combined Plan; and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan** (Docket No. 331)

Furthermore, on September 20, 2021, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit F**:

- **Notice of (I) Interim Approval of Disclosures; (II) Hearing to Consider Confirmation of the Combined Plan; (III) Deadline for Filing Objections to Confirmation of the Combined Plan; (IV) Deadline for Voting on the Combined Plan; and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan** (Docket No. 331)

- Notice of (I) Non-Voting Status Due to Non-Impairment, (II) Interim Approval of Disclosures, (III) Hearing to Consider Confirmation of the Combined Plan, (IV) Deadline for Filing Objections to Confirmation of the Combined Plan, and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan (attached hereto as Exhibit G)

Furthermore, on September 20, 2021, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as Exhibit H:

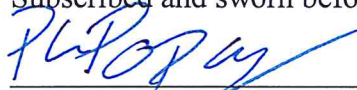
- Notice of (I) Interim Approval of Disclosures; (II) Hearing to Consider Confirmation of the Combined Plan; (III) Deadline for Filing Objections to Confirmation of the Combined Plan; (IV) Deadline for Voting on the Combined Plan; and (V) Bar Date for Filing Administrative Claims Established by the Combined Plan (Docket No. 331)

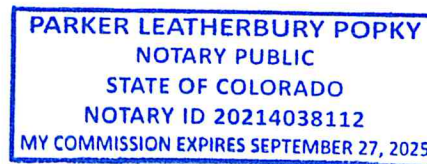
Dated: September 23, 2022

  
Alexa Westmoreland

State of Colorado     )  
                                      ) SS.  
County of Denver     )

Subscribed and sworn before me this 23<sup>rd</sup> day of September 2022 by Alexa Westmoreland.

  
(Notary's official signature)



# **Exhibit A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
JAB Energy Solutions II, LLC <sup>1</sup>	)	
	)	Case No. 21-11226 (CTG)
Debtor.	)	
	)	

**BALLOT TO ACCEPT OR REJECT COMBINED  
DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION OF JAB ENERGY  
SOLUTIONS II, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 3 – PREPETITION JUNIOR LENDER CLAIMS**

**THIS BALLOT IS TO BE USED BY OR ON BEHALF OF THE HOLDER OF THE  
CLASS 3 – PREPETITION JUNIOR LENDER CLAIMS. PLEASE READ AND  
FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN AND  
DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE  
PROMPTLY.**

**IF THE VOTING AGENT HAS NOT RECEIVED THIS BALLOT BY 5:00 P.M.,  
PREVAILING EASTERN TIME, ON OCTOBER 20, 2022 (THE “VOTING  
DEADLINE”), UNLESS EXTENDED BY THE DEBTOR, IT WILL NOT BE COUNTED.  
FACSIMILE AND EMAIL BALLOTS WILL NOT BE ACCEPTED**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code* [D.I. 312] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “Combined Plan”) proposed by the above-captioned debtor (the “Debtor”). The disclosures (the “Disclosures”) contained in the Combined Plan were approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware. The Disclosures provide information to assist you in deciding how to vote your Ballot. You should review the Combined Plan before you vote. You may wish to seek legal advice concerning the Combined Plan and the classification and treatment of your claim(s) under the Combined Plan. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Combined Plan.

The Combined Plan provides information to assist you in deciding how to vote your Ballot. A copy of the Combined Plan has been provided to you with this Ballot. You can obtain additional

<sup>1</sup> The last four digits of the Debtor’s U.S. tax identification number are 3625. The Debtor’s mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

copies upon request to the Voting Agent, Stretto, Inc. (“Stretto”), by writing to JAB Energy Solutions II, LLC Ballot Processing Center, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602 or by phone at 855-544-5525. Copies of the Combined Plan are also available for free on the Voting Agent’s website at <https://cases.stretto.com/JABenergy> and are on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s internet website at <http://www.deb.uscourts.gov>.

The Combined Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the holders of at least one-half in number and two-thirds in amount of the claims in each of the classes who vote on the Combined Plan and/or if the Combined Plan otherwise satisfies applicable legal requirements.

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR IF YOU LOSE YOUR BALLOT, OF IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY PHONE AT 855-544-5525 OR BY EMAIL TO TEAMJABENERGY@STRETTO.COM.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEM 1. IF NEITHER THE “ACCEPT” NOR “REJECT” LINE IS CHECKED OR BOTH THE “ACCEPT” AND “REJECT” LINE IS CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, the holder of a **CLASS 3 – PREPETITION JUNIOR LENDER CLAIM**, hereby votes, in the amount set forth below, as follows (check one):

\_\_\_\_\_ Accept the Combined Plan      \_\_\_\_\_ Reject the Combined Plan

Amount of Claim \$ \_\_\_\_\_

**Item 2. Acknowledgements.** By signing this Ballot, the undersigned acknowledges receipt of the Combined Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Combined Plan on behalf of the claimant and make the other elections set forth in this Ballot. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Combined Plan this Ballot will not be counted.

\_\_\_\_\_

Name of Creditor

Federal Tax I.D. No. (Optional)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Completed

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

## VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. On the lines provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight delivery, or courier to the Voting Agent at the following address:

JAB Energy Solutions II, LLC Ballot Processing Center  
c/o Stretto  
410 Exchange, Suite 100  
Irvine, CA 92602

Alternatively, you may submit your Ballot via the Voting Agent's online portal by visiting <https://cases.stretto.com/JABenergy/>. Click on the "File a Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

**Unique E-Ballot Password:** \_\_\_\_\_

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot Password is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot Password you receive, as applicable. Creditors who cast a Ballot using the Voting Agent's Electronic Balloting Portal system should NOT also submit a paper Ballot.

2. **Ballots must be received by the Voting Agent by 5:00 p.m., prevailing Eastern Time, on October 20, 2022 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or email will not be accepted.***

3. Please sign and date your Ballot as required in Item 2. Your signature is required in order for your Ballot to be counted.

4. If your claim has not been previously allowed by order of the Bankruptcy Court, your claim will be deemed to be temporarily allowed, solely for purposes of voting on the Combined Plan, unless there is an objection to your claim pending as of **September 23, 2022**. The temporary allowance of your claim for voting purposes does not constitute an allowance of your claim for purposes of distribution under the Combined Plan and is without prejudice to the rights of the Debtor, or any other party in interest, in any other context (e.g., the right to contest the amount or validity of any claim for purposes of allowance under the Combined Plan). If your claim is subject to an objection that was filed by **September 23, 2022**, in accordance with Bankruptcy Rule 3018, your Ballot will not be counted unless the Court temporarily allows your



claim for purposes of voting to accept or reject the Combined Plan. In order for a claim subject to a timely-filed objection to be temporarily allowed for voting purposes only, you are required to file a motion with the Bankruptcy Court seeking such relief by no later than **October 4, 2022**. Ballots of holders of claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated claims that have been paid, allowed by an Order of the Court or superseded by a timely Filed Proof of Claim) will not be counted unless the Court temporarily allows such claim for purposes of voting to accept or reject the Combined Plan.

5. The following voting procedures apply to your Ballot:
  - a. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Voting Agent in connection with the confirmation of the Combined Plan;
  - b. Except to the extent the Debtor otherwise determines, no party may change its vote after its Ballot has been delivered to the Voting Agent unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018;
  - c. Claims shall not be split for purposes of voting; thus, each Creditor must vote the full amount of its Claim(s) within each class to either accept or reject the Combined Plan. If a creditor attempts to split such vote on its Ballot, such Ballot will not be counted for voting purposes;
  - d. Except to the extent the Debtor otherwise determines, any executed Ballot that does not indicate an acceptance or rejection shall not be counted;
  - e. Any executed Ballot that indicates both an acceptance and rejection of the Combined Plan shall not be counted;
  - f. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
  - g. The method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each Holder of a Claim, but such delivery will be deemed made only when the original, executed Ballot is actually received by the Voting Agent;
  - h. Delivery of the original executed Ballot to the Voting Agent on or before the Voting Deadline is required. Delivery of a Ballot by facsimile, email, or any other electronic means will not be accepted unless otherwise ordered by the Court;
  - i. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
  - j. The Debtor expressly reserves the right, subject to the approval of the Court, to amend at any time and from time to time the terms of the Combined Plan (subject to compliance with Section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the

Combined Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation deadline, in each case to the extent directed by the Court;

- k. If multiple Ballots are received from or on behalf of an individual holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- l. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence, satisfactory to the Debtor, of such person's authority to so act in such capacity;
- m. The Debtor, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its discretion, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Combined Plan;
- n. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, which determination shall be final and binding;
- o. If designation of a Claim is requested under § 1126(e), any vote to accept or reject the Combined Plan cast with respect to such Claim will not be counted for purposes of determining whether the Combined Plan has been accepted or rejected, unless the Court orders otherwise;
- p. Any Holder of a Claim that has delivered a valid Ballot voting on the Combined Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- q. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- r. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- s. No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Combined Plan;

- t. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and/or to opt out of the release; and
- u. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim or Equity Interest.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

**7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE OR EMAIL.**

## **Exhibit B**

**Exhibit B**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
AJ Rentals Workdog	Attn: Andy Kulka	405 Rue Carnot			Carencro	LA	70520
Alan Vando		1715 Summergate Dr			Conroe	TX	77304-1866
Allison Marine Contractors II, LLC		PO Box 511			Morgan City	LA	70381
Allison Marine Holdings, LLC		9828 Hwy 182 East			Morgan City	LA	70382
Allison Offshore Services II, LLC		110 Row Three			Lafayette	LA	70508
American Express	Customer Service	PO Box 981531			El Paso	TX	79998-1531
Blackwater Diving LLC		PO Box 948			Amelia	LA	70340
Brent Boudreaux		119 Remington Rd			Montgomery	TX	77316
C-Dive, LLC	c/o Carver Darden Koretzky Tessier Finn Blossman & Areaux, LLC	Attn: Robert S. Stassi, Peter J. Segrist, & David J. Scotton	1100 Poydras St	Suite 3100	New Orleans	LA	70163
Crosby Tugs, LLC		PO Box 279			Golden Meadow	LA	70357
Demex International Inc.	Attn: Gary DeMarsh	7144 Dummyline Road			Picayune	MS	39466
Diamondback E&P, successor by merger to Energen Resources Corporation	c/o Locke Lord, LLP	Attn: Philip Eisenberg	600 Travis St	Suite 2800	Houston	TX	77002
DLS, LLC		PO Box 309			Lydia	LA	70569
GOL, LLC	Attn: Guy Broussard and Bambi Roper Attn: Robert Vosbein, Patrick Somers & Benjamin Kadden	PO Box 309			Raceland	LA	70394
Harvey Gulf International		701 Poydras St	Suite 3700		New Orleans	LA	70139
HB Rentals, LC		5813 Highway 90 East			Broussard	LA	70518
Lugenbuhl, Wheaton, Peck, Rankin & Hubba		601 Poydras St	Suite 2775		New Orleans	LA	70130
Marmac, LLC [McDonough Marine Service]	Attn: Bridget Nalley	3500 N Causeway Blvd	Suite 900		Metairie	LA	70002
McDonough Marine Service		PO Box 919227			Dallas	TX	75391
Miles Thomas Law, LLC	Attn: Miles C. Thomas	8011 Sycamore Street			New Orleans	LA	70118
Nepavision Web LLC	Attn: Ram P. Lamichhane	9888 Preserve Way			Conroe	TX	77385
Offshore Domestic Group, LLC	c/o Chamberlain Hrdlicka	Attn: Jarrod B. Martin	1200 Smith St	Suite 1400	Houston	TX	77002
Offshore Liftboats LLC	Attn: Vanessa Pierce	PO Box 398			Cut Off	LA	70345
Offshore Technical Solutions, LLC	c/o Bohman Morse, LLC	Attn: Martin S. Bohman	400 Poydras St	Suite 2050	New Orleans	LA	70130
SNOW & GREEN LLP		PO Box 549			Hockley	TX	77447
Sparrows Offshore, LLC	Attn: William Williams	6707 Northwinds Dr			Houston	TX	77041
Trussco, Inc.	Attn: Mark E. Stipe	4500 NE Evangeline Thwy			Carencro	LA	70520
Turnkey Offshore Project Services LLC	c/o Nalley, Dew & Miner, APLC	Attn: George Nalley	2450 Severn Ave	Suite 100	Metairie	LA	70001
US Dept. of Commerce - NOAA	Attn: Farron Wallace & Megan Kesterson	4700 Avenue U			Galveston	TX	77551
W&T Offshore, Inc.	c/o Locke Lord, LLP	Attn: Philip Eisenberg	600 Travis St	Suite 2800	Houston	TX	77002

## **Exhibit C**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
JAB Energy Solutions II, LLC <sup>1</sup>	)	
	)	Case No. 21-11226 (CTG)
Debtor.	)	
	)	

**BALLOT TO ACCEPT OR REJECT COMBINED  
DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION OF JAB ENERGY  
SOLUTIONS II, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 5 – UNSECURED CLAIMS**

**THIS BALLOT IS TO BE USED BY OR ON BEHALF OF THE HOLDER OF THE  
CLASS 5 – UNSECURED CLAIMS. PLEASE READ AND FOLLOW THE ATTACHED  
INSTRUCTIONS CAREFULLY. COMPLETE, SIGN AND DATE THIS BALLOT AND  
RETURN IT IN THE ENCLOSED ENVELOPE PROMPTLY.**

**IF THE VOTING AGENT HAS NOT RECEIVED THIS BALLOT BY 5:00 P.M.,  
PREVAILING EASTERN TIME, ON OCTOBER 20, 2022 (THE “VOTING  
DEADLINE”), UNLESS EXTENDED BY THE DEBTOR, IT WILL NOT BE COUNTED.  
FACSIMILE AND EMAIL BALLOTS WILL NOT BE ACCEPTED**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code* [D.I. 312] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “Combined Plan”) proposed by the above-captioned debtor (the “Debtor”). The disclosures (the “Disclosures”) contained in the Combined Plan were approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware. The Disclosures provide information to assist you in deciding how to vote your Ballot. You should review the Combined Plan before you vote. You may wish to seek legal advice concerning the Combined Plan and the classification and treatment of your claim(s) under the Combined Plan. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Combined Plan.

The Combined Plan provides information to assist you in deciding how to vote your Ballot. A copy of the Combined Plan has been provided to you with this Ballot. You can obtain additional

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<sup>1</sup> The last four digits of the Debtor’s U.S. tax identification number are 3625. The Debtor’s mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

copies upon request to the Voting Agent, Stretto, Inc. (“Stretto”), by writing to JAB Energy Solutions II, LLC Ballot Processing Center, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, or by phone at 855-544-5525. Copies of the Combined Plan are available for free on the Voting Agent’s website at <https://cases.stretto.com/JABenergy> and are also on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s internet website at <http://www.deb.uscourts.gov>.

The Combined Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the holders of at least one-half in number and two-thirds in amount of the claims in each of the classes who vote on the Combined Plan and/or if the Combined Plan otherwise satisfies applicable legal requirements.

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR IF YOU LOSE YOUR BALLOT, OF IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY PHONE AT 855-544-5525 OR BY EMAIL TO TEAMJABENERGY@STRETTO.COM.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEM 1. IF NEITHER THE “ACCEPT” NOR “REJECT” LINE IS CHECKED OR BOTH THE “ACCEPT” AND “REJECT” LINE IS CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, the holder of a **CLASS 5 – UNSECURED CLAIM** against the Debtor, hereby votes, in the amount set forth below, as follows (check one):

☐ Accept the Combined Plan      ☐ Reject the Combined Plan

Amount of Claim \$ \_\_\_\_\_

**Item 2. (Optional) Plan Releases (Do not complete if you have rejected the Combined Plan).**

Pursuant to the Combined Plan, if you return a Ballot and vote to ACCEPT the Plan, but do not elect to opt out of the third party release provision contained in Section 16.2(c) of the Plan, you are automatically deemed to have agreed to give the releases in Section 16.2(c) of the Plan. However, if you vote to ACCEPT the Combined Plan, you may check the box below to opt out of, and therefore not give, the releases in Section 16.2(c) of the Combined Plan.



☐ I hereby ELECT TO OPT OUT of the release provision contained in Section 16.2(c) of the Combined Plan.

**Section 16.2(c) of the Combined Plan provides as follows:**

**On and after and subject to the occurrence of the Effective Date, except as otherwise provided in the Plan, each Claimant (collectively, the “Releasing Parties”) who (i) is not Impaired under the Plan or (ii) affirmatively votes to accept the Plan and, as to each Holder of a Class 5 Unsecured Claim who are not parties to the Plan Term Sheet only, who does not elect to “opt-out” by marking the appropriate box on such Releasing Party’s respective Ballot, for themselves and their respective successors, assigns, transferees, and such Claimants’ officers and directors, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case in their capacity as such), shall release (the “Third Party Release”) each Released Party, and each of the Debtor, the Reorganized Debtor, the Estate, and the Released Parties<sup>2</sup> shall be deemed released from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor’s liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided however*, the foregoing Third Party Release shall not release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan.**

<sup>2</sup> “Released Parties” means, collectively, (a) the Debtor and Reorganized Debtor; (b) the Committee and the individual members thereof in their capacity as such; (c) the Prepetition Senior Lender; (d) the Prepetition Junior Lender; (e) Lincolnshire; (f) the Non-Debtor Affiliates; and (g) each of such Entities’ Related Persons; *provided however*, that all rights of the Liquidating Trust to prosecute any Causes of Action assigned to the Trust as set forth herein, including the D&O Insurance Assigned Claims, shall be fully preserved. For the avoidance of doubt, Brent Boudreaux and any other person qualifying as an “Insured Person” under that certain Management Liability Solutions 2.0 Insurance Policy, Policy No. DPLE320442, Policy Form Number D56100-G, shall not be a Released Party.

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**Item 3. Acknowledgements.** By signing this Ballot, the undersigned acknowledges receipt of the Combined Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Combined Plan on behalf of the claimant and make the other elections set forth in this Ballot. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Combined Plan this Ballot will not be counted.

\_\_\_\_\_  
Name of Creditor

\_\_\_\_\_  
Federal Tax I.D. No. (Optional)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Completed

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

## VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. On the lines provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight delivery, or courier to the Voting Agent at the following address:

JAB Energy Solutions II, LLC Ballot Processing Center  
c/o Stretto  
410 Exchange, Suite 100  
Irvine, CA 92602

Alternatively, you may submit your Ballot via the Voting Agent's online portal by visiting <https://cases.stretto.com/JABenergy>. Click on the "File a Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Ballot:

**Unique E-Ballot Password:** \_\_\_\_\_

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot Password is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot Password you receive, as applicable. Creditors who cast a Ballot using the Voting Agent's Electronic Balloting Portal system should NOT also submit a paper Ballot.

2. **Ballots must be received by the Voting Agent by 5:00 p.m., prevailing Eastern Time, on October 20, 2022 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or email will not be accepted.***

3. Please sign and date your Ballot as required in Item 2. Your signature is required in order for your Ballot to be counted.

4. If your claim has not been previously allowed by order of the Bankruptcy Court, your claim will be deemed to be temporarily allowed, solely for purposes of voting on the Combined Plan, unless there is an objection to your claim pending as of **September 23, 2022**. The temporary allowance of your claim for voting purposes does not constitute an allowance of your claim for purposes of distribution under the Combined Plan and is without prejudice to the rights of the Debtor, or any other party in interest, in any other context (e.g., the right to contest the amount or validity of any claim for purposes of allowance under the Combined Plan). If your claim is subject to an objection that was filed by **September 23, 2022**, in accordance with Bankruptcy Rule 3018, your Ballot will not be counted unless the Court temporarily allows your

claim for purposes of voting to accept or reject the Combined Plan. In order for a claim subject to a timely-filed objection to be temporarily allowed for voting purposes only, you are required to file a motion with the Bankruptcy Court seeking such relief by no later than **October 4, 2022**. Ballots of holders of claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated claims that have been paid, allowed by an Order of the Court or superseded by a timely Filed Proof of Claim) will not be counted unless the Court temporarily allows such claim for purposes of voting to accept or reject the Combined Plan.

5. The following voting procedures apply to your Ballot:
  - a. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Voting Agent in connection with the confirmation of the Combined Plan;
  - b. Except to the extent the Debtor otherwise determines, no party may change its vote after its Ballot has been delivered to the Voting Agent unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018;
  - c. Claims shall not be split for purposes of voting; thus, each Creditor must vote the full amount of its Claim(s) within each class to either accept or reject the Combined Plan. If a creditor attempts to split such vote on its Ballot, such Ballot will not be counted for voting purposes;
  - d. Except to the extent the Debtor otherwise determines, any executed Ballot that does not indicate an acceptance or rejection shall not be counted;
  - e. Any executed Ballot that indicates both an acceptance and rejection of the Combined Plan shall not be counted;
  - f. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
  - g. The method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each Holder of a Claim, but such delivery will be deemed made only when the original, executed Ballot is actually received by the Voting Agent;
  - h. Delivery of the original executed Ballot to the Voting Agent on or before the Voting Deadline is required. Delivery of a Ballot by facsimile, email, or any other electronic means will not be accepted unless otherwise ordered by the Court;
  - i. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
  - j. The Debtor expressly reserves the right, subject to the approval of the Court, to amend at any time and from time to time the terms of the Combined Plan (subject to compliance with Section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the

Combined Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation deadline, in each case to the extent directed by the Court;

- k. If multiple Ballots are received from or on behalf of an individual holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- l. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence, satisfactory to the Debtor, of such person's authority to so act in such capacity;
- m. The Debtor, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in their discretion, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Combined Plan;
- n. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, which determination shall be final and binding;
- o. If designation of a Claim is requested under § 1126(e), any vote to accept or reject the Combined Plan cast with respect to such Claim will not be counted for purposes of determining whether the Combined Plan has been accepted or rejected, unless the Court orders otherwise;
- p. Any Holder of a Claim that has delivered a valid Ballot voting on the Combined Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- q. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- r. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- s. No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Combined Plan;

- t. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and/or to opt out of the release; and
- u. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim or Equity Interest.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

**7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE OR EMAIL.**

## **Exhibit D**



Lugenbuhl, Wheaton, Peck, Rankin & Hubbard  
601 Poydras St., Ste. 2775  
New Orleans, LA 70130  
Tel. 504.568.1990 | Fax 504.310.9195

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September 20, 2022

**Re: Combined Disclosure Statement and Plan of Liquidation of  
JAB Energy Solutions II, LLC Under Chapter 11 of the  
Bankruptcy Code**

Dear Unsecured Creditors of JAB Energy Solutions II, LLC,

We write on behalf of the Official Committee of Unsecured Creditors (the “**Committee**”)<sup>1</sup> of JAB Energy Solutions II, LLC (“**JAB**” or the “**Debtor**”), the debtor and debtor-in-possession in the above-reference chapter 11 bankruptcy case (the “**Chapter 11 Case**”) in connection with the Debtor’s solicitation of ballots to accept or reject the *Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code* [D.I. 312] (“**Plan**”).<sup>2</sup> A copy of the Plan, which contains an incorporated disclosure statement, is included in the Solicitation Package mailed with this letter. You should carefully review the Plan, as it contains detailed information regarding the Debtor, its business, the Chapter 11 Case, the proposed orderly liquidation of the company, and the distributions to be made to various classes of creditors under the Plan, including unsecured creditors. A copy of the Plan may also be downloaded from the website of Debtor’s claim and ballot processing agent, Stretto, at: <https://cases.stretto.com/JABenergy/>.

General unsecured Claims are classified as Class 5 Claims under the Plan. The Plan provides for the creation of the Liquidating Trust and states that it shall be vested with start-up funds (\$100,000.00) and certain causes of action and claims<sup>3</sup> of the Debtor, which are to be liquidated by a Liquidating Trustee. The Plan provides in section 10.5 that unsecured creditors in Class 5 shall receive their Pro Rata share of interests in this Liquidating Trust. As the beneficiaries of the

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<sup>1</sup> The Committee is comprised of the following unsecured creditors appointed by the Office of the United States Trustee: Offshore Domestic Group, LLC and Sparrows Offshore, LLC. The Committee is represented by Lugenhuhl, Wheaton, Peck, Rankin & Hubbard.

<sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

<sup>3</sup> Under the Plan, “Assigned Liquidating Trust Claims” means (i) the Black Elk Assigned Claim; (ii) the Fairways Assigned Claims; (iii) the D&O Insurance Assigned Claims; and (iv) all Avoidance Actions that are not released under the Plan and the Plan Term Sheet.” Plan at 8.





Liquidating Trust, Class 5 members would receive all proceeds of the liquidated Liquidating Trust Assets, after payment of the trust administrative expenses.

The Plan's provision for a Liquidating Trust vested with Debtor assets was the product of hard-fought and arms-length negotiations conducted for a six-month period between the Committee, the Debtor, the Debtor's junior secured lender, and the Debtor's equity holders and affiliates, including its parent company. The Committee does not believe that further negotiations could have produced a deal more favorable to the Debtor's general unsecured creditors. Further, the Committee believes that confirmation of the Plan is in the best interest of general unsecured creditors because the Plan maximizes the likelihood that general unsecured creditors will receive a meaningful recovery on account of their Claims.

**The Committee supports confirmation of the Plan and strongly recommends that holders of unsecured claims complete and return the enclosed Ballot and vote to accept the Plan.**

Ballots must be received on or before **October 20, 2022 at 5:00 p.m. (Eastern Time)** in accordance with the instructions on the Ballot, unless time is extended by the Debtor in writing.

Please feel free to contact the undersigned counsel for the Committee with any questions.

Sincerely,

Benjamin W. Kadden

## **Exhibit E**



## Exhibit E

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
Blackwater Diving LLC	Attn: Kevin Lorio	PO Box 948			Amelia	LA	70340
Castlegate Credit Opportunities Fund, LLC	c/o Bayard, P.A.	Attn: Neil B. Glassman, Erin R. Fay, & Gregory J. Flasser	600 N King St	Suite 400	Wilmington	DE	19899
Castlegate Credit Opportunities Fund, LLC	c/o Morrison Cohen LLP	Attn: Joseph T. Moldovan and David J. Kozlowski	909 Third Ave	27th Floor	New York	NY	10022
C-Dive, LLC	Attn: Guy Broussard and Robert Stassi	PO Box 2968			Houma	LA	70361
C-Dive, LLC	c/o Carver Darden Koretzky Tessier Finn Blossman & Areaux, LLC	Attn: Robert S. Stassi, Peter J. Segrist, & David J. Scotton	1100 Poydras St	Suite 3100	New Orleans	LA	70163
Crosby Tugs, LLC	Attn: Tami Breau	PO Box 279			Golden Meadow	LA	70357
Delaware Department of Justice	Attn: Kathy Jennings	Carvel State Office Building	820 N French St	6th Floor	Wilmington	DE	19801
Delaware Division of Revenue	Attn: Christina Rojas, Bankruptcy Administrator	Carvel State Office Building	820 N French St	8th Floor	Wilmington	DE	19801
Delaware Secretary of Treasury		820 Silver Lake Blvd	Suite 100		Dover	DE	19904
Demex International Inc.	Attn: Gary DeMarsh	7144 Dummyline Rd			Picayune	MS	39466
DLS, LLC	Attn: Misty Laviolette	701 Robley Dr	Suite 104		Lafayette	LA	70503
DLS, LLC	c/o H. Kent Aguilard	141 S 6th St			Eunice	LA	70535
H.B. Rentals, L.C.	Attn: Jean Paul Overton	1001 Louisiana St	Suite 2900		Houston	TX	77002
Harvey Gulf International	Attn: Robert Vosbein, Patrick Somers, & Benjamin Kadden	701 Poydras St	Suite 3700		New Orleans	LA	70139
HB Rentals, LC	Attn: Jill Sigur and Tami Beauex	PO Box 208643			Dallas	TX	75320-8643
Internal Revenue Service	Centralized Insolvency Operation	2970 Market St	Mail Stop 5-Q30.133		Philadelphia	PA	19104
Lugenbuhl, Wheaton, Peck, Rankin & Hubbard	Attn: Benjamin Kadden	601 Poydras St	Suite 2775		New Orleans	LA	70130
McDonough Marine Service	Attn: Charlette Petkovich	PO Box 919227			Dallas	TX	75391
Office of the United States Trustee for the District of Delaware	Attn: Timothy Jay Fox, Jr.	844 King St	Suite 2207	Lockbox #35	Wilmington	DE	19899-0035
Official Committee of Unsecured Creditors	c/o Joyce, LLC	Attn: Michael J. Joyce	1225 King St	Suite 800	Wilmington	DE	19801
Official Committee of Unsecured Creditors	c/o Lugenhuhl, Wheaton, Peck, Rankin & Hubbard	Attn: Benjamin W. Kadden, Stewart F. Peck, Alicia M. Bendana, and Coleman L. Torrans	601 Poydras St	Suite 2775	New Orleans	LA	70130
Offshore Domestic Group	Attn: C. Larry Carbo, III	PO Box 54970			New Orleans	LA	40154
Offshore Domestic Group, LLC	Attn: Brent Kallop	1800 Bering Dr	Suite 825		Houston	TX	77057
Offshore Technical Compliance, LLC	Attn: Amy Porche, Martin Bohman, & Misty Laviolette	1598 Ochsner Blvd	Suite A		Covington	LA	70433
Offshore Technical Solutions, LLC	c/o Bohman Morse, LLC	Attn: Martin S. Bohman	400 Poydras St	Suite 2050	New Orleans	LA	70130
Pension Benefit Guaranty Corporation	c/o Office of the Chief Counsel	1200 K Street, NW			Washington	DC	20005
River Rental Tools Inc	Attn: Jessica Cline	109 Derrick Road			Belle Chasse	LA	70037
Securities & Exchange Commission	c/o Office of General Counsel	100 F Street, NE			Washington	DC	20549
Securities & Exchange Commission	c/o Philadelphia Regional Office	Attn: Sharon Binger, Regional Director	One Penn Center, Suite 520	1617 JFK Blvd	Philadelphia	PA	19103
Securities and Exchange Commission	Attn: Regional Director	New York Regional Office Brookfield Place	200 Vesey St	Suite 400	New York	NY	10281-1022
Snow & Green LLP	Attn: Ken Green	PO Box 549			Hockley	TX	77447
Sparrows Offshore LLC	Attn: Steven Bertone	Dept - 3628	PO Box 123628		Dallas	TX	75312-3628
Specialty Offshore, Inc.	Attn: Mary Letillier	PO Box 2853			Hammond	LA	70404
State of Delaware Division of Corporations	c/o Franchise Tax	John G. Townsend Building	401 Federal St	Suite 4	Dover	DE	19901
Ten-M Marine LLC	Attn: Morgan Perrin	4808 Coulon St			Lafitte	LA	70067
Texas Parks and Wildlife Department Artificial Reef Program	Attn: Dale Shively	4200 Smith School Rd			Austin	TX	78744
Turnkey Offshore Project Services, LLC	Attn: Jay Henderson and George Nalley	PO Box 5041			Houma	LA	70361
Turnkey Offshore Project Services, LLC	c/o Nalley and Dew, APLC	Attn: George J. Nalley	2450 Severn Ave	Suite 100	Metairie	LA	70001
Turnkey Offshore Project Services, LLC	c/o Richard W. Martinez, APLC	Attn: Richard W. Martinez	3500 N Hullen St		Metairie	LA	70002
Turnkey Offshore Project Services, LLC and Offshore Technical Solutions, LLC	c/o Pashman Stein Walder Hayden PC	Attn: Joseph C. Barsalona II	1007 N Orange St	4th Floor #183	Wilmington	DE	19801-1242
U.S. Department of Justice	Office of the US Attorney General	Attn: William Barr	950 Pennsylvania Ave NW	Room 4400	Washington	DC	20530-0001
U.S. Department of Justice Civil Division	Attn: J. Zachary Balasko	1100 L Street NW	Room 7530		Washington	DC	20005
U.S. Department of the Treasury	Office of General Counsel	1500 Pennsylvania Ave NW			Washington	DC	
US Attorney's Office for the District of Delaware	c/o Ellen Slights	Attn: David C. Weiss	Hercules Building, Suite 400	1313 N Market St	Wilmington	DE	19801

## **Exhibit F**



**Exhibit F**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	City	State	Zip
Garmark SBIC Fund II LP		One Landmark Square	6th Floor	Stamford	CT	06901
Montgomery County	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: John P. Dillman	PO Box 3064	Houston	TX	77253-3064

## **Exhibit G**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:

JAB Energy Solutions II, LLC<sup>1</sup>

Debtor.

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)  
) Chapter 11  
)

) Case No. 21-11226 (CTG)  
)  
)  
)

**NOTICE OF (I) NON-VOTING STATUS DUE TO NON-IMPAIRMENT, (II) INTERIM  
APPROVAL OF DISCLOSURES, (III) HEARING TO CONSIDER CONFIRMATION  
OF THE COMBINED PLAN, (IV) DEADLINE FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE COMBINED PLAN, AND (V) BAR DATE FOR FILING  
ADMINISTRATIVE CLAIMS ESTABLISHED BY THE COMBINED PLAN**

To: Holders of: (i) Class 1 – Priority Non-Tax Claims; (ii) Class 2 – Prepetition Senior Secured Claims; and (iii) Class 4 – Other Secured Claims

**PLEASE TAKE NOTICE THAT:**

1. On September 7, 2022 (the “Petition Date”), the above captioned debtor and debtor in possession (the “Debtor”) commenced its case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor has continued in the possession of its property and has continued to operate and manage its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Additional information regarding the Debtor and this case, including the Debtor’s business, corporate structure, financial condition, and the reasons for and objectives of this case, are set forth in the *Declaration of Albert Altro, Chief Restructuring Officer in Support of Chapter 11 Petition and First Day Relief* [D.I. 24].

**THE COMBINED PLAN**

2. On August 25, 2022, the Debtor filed the *Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC Under Chapter 11 of the Bankruptcy Code* [D.I. 312] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “Combined Plan”).

**INTERIM APPROVAL OF DISCLOSURES**

3. By an Order dated September 13, 2022 (the “Solicitation Procedures Order”), the Bankruptcy Court approved, on an interim basis, the disclosures (the “Disclosures”) in the Combined Plan as containing adequate information within the meaning of section 1125 of

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<sup>1</sup> The last four digits of the Debtor’s U.S. tax identification number are 3625. The Debtor’s mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

Bankruptcy Code. The Solicitation Procedures Order expressly reserves all parties' rights to raise objections to the adequacy of information in the Disclosures and Combined Plan.

### THE COMBINED HEARING

4. On **November 2, 2022 at 10:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Craig T. Goldblatt in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom 7, Wilmington, DE 19801 to consider final approval of the Disclosures and confirmation of the Combined Plan, as the same may be amended or modified (the "Combined Hearing").

5. The Combined Hearing may be adjourned from time to time. If the Combined Hearing is adjourned, the Debtor will file a notice of adjournment on the docket and serve it by email if available, otherwise by first class or overnight mail, on the parties who have requested notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1(b) and on any parties that have filed objections to approval of the Disclosures or confirmation of the Combined Plan. The Combined Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Combined Plan, and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

### DEADLINE FOR OBJECTIONS TO APPROVAL OF THE DISCLOSURES OR CONFIRMATION OF THE COMBINED PLAN

6. Objections, if any, to final approval of the Disclosures or confirmation of the Combined Plan, including any supporting memoranda, must be in writing, be filed with the Clerk of the Court, United States Bankruptcy Court, District of Delaware, 824 North Market Street, 3<sup>rd</sup> Floor, Wilmington, DE 19801 together with proof of service **on or before October 20, 2022 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline"), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtor's chapter 11 case; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; and (c) be served on the following parties: (i) counsel to the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17<sup>th</sup> Floor, Wilmington, DE 19801, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Colin R. Robinson, Esq. (crobinson@pszjlaw.com); (ii) counsel to the DIP Lender, (a) Steptoe & Johnson LLP, 633 W. Fifth Street, Suite 1900, Los Angeles, CA 90071, Attn: Jeffrey M. Reisner, Esq. (jreisner@steptoe.com), and (b) Reed Smith LLP, 1201 Market Street, Suite 1500, Wilmington, DE 19801, Attn: Kurt F. Gwynne, Esq. (kgwynne@reedsmith.com); (iii) counsel to Castlegate Credit Opportunities Fund, LLC, (a) Bayard, P.A., 600 N. King Street, Suite 400, Wilmington, DE 19899, Attn: Neil B. Glassman, Esq. (nglassman@bayardlaw.com) and Erin R. Fay, Esq. (efay@bayardlaw.com), and (b) Morrison Cohen LLP, 909 Third Avenue, 27<sup>th</sup> Floor, New York, NY 10022, Attn: Joseph T. Moldovan, Esq. (jmoldovan@morrisoncohen.com) and David J. Kozlowski, Esq. (dkozlowski@morrisoncohen.com) (iv) counsel to the Official Committee of Unsecured Creditors, (a) Joyce, LLC, 1225 King Street, Suite 800, Wilmington, DE 19801, Attn: Michael J. Joyce, Esq. (mjoyce@mjlawoffices.com), and (b) Lugenbuhl, Wheaton,



Peck, Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, Attn: Benjamin W. Kadden, Esq. (bkadden@lawla.com) and Coleman L. Torrans, Esq. (ctorrans@lawla.com); and (v) the Office of the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Timothy Jay Fox, Jr., Esq. (timothy.fox@usdoj.gov).

**The failure of a non-impaired creditor to file an objection to the Plan shall be deemed to grant the Third Party Release set forth in the Plan and described below.**

### **NON-VOTING STATUS**

7. You are receiving this Notice because under the terms of the Combined Plan, either: (a) your Claim(s) are not classified under the Combined Plan pursuant to section 1123(a)(1) of the Bankruptcy Code and therefore you are not entitled to vote on the Combined Plan; or (b) you are a holder of a Claim which is defined in the Combined Plan as being in a class receiving an estimated one hundred percent (100%) recovery under the Combined Plan, and therefore deemed to have accepted the Combined Plan pursuant to section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject the Combined Plan. Accordingly, this notice is being mailed to you for your information only.

8. If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtor that entitles you to vote on the Combined Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

### **COPIES OF THE COMBINED PLAN**

9. If you wish to receive copies of the Disclosures Combined Plan, they will be provided, as quickly as practicable, upon request to the Voting Agent, Stretto, Inc. (“Stretto” or the “Voting Agent”) by writing to JAB Energy Solutions II, LLC Corporation Ballot Processing Center, c/o Stretto, 410 Exchange Place, Suite 100, Irvine, CA 92602. Copies of the Combined Plan are also available for free on the Voting Agent’s website at <https://cases.stretto.com/JABenergy> and are on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s internet website at <http://www.deb.uscourts.gov>.

### **ADMINISTRATIVE EXPENSE BAR DATE**

10. Section 3.2 of the Combined Plan sets an Administrative Expense Bar Date for the filing of Administrative Claims (excluding Professional Fee Claims) arising on or after the Petition Date, **as forty-five (45) days after the Effective Date.**

### **INJUNCTIONS, RELEASES, AND EXCULPATION**

11. Section 16 of the Combined Plan contains the exculpation, release, and injunction provisions set forth below: Section 16 of the Combined Plan contains the exculpation, release, and injunction provisions set forth below:

**Third Party Release:** On and after and subject to the occurrence of the Effective Date, except as otherwise provided in the Plan, each Claimant (collectively, the “Releasing Parties”) who (i) is not Impaired under the Plan or (ii) affirmatively votes to accept the Plan and, as to each Holder of a Class 5 Unsecured Claim who are not parties to the Plan Term Sheet only, who does not elect to “opt-out” by marking the appropriate box on such Releasing Party’s respective Ballot, for themselves and their respective successors, assigns, transferees, and such Claimants’ officers and directors, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case in their capacity as such), shall release (the “Third Party Release”) each Released Party, and each of the Debtor, the Reorganized Debtor, the Estate, and the Released Parties<sup>2</sup> shall be deemed released from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor’s liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided however*, the foregoing Third Party Release shall not release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan

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<sup>2</sup> “Released Parties” means, collectively, (a) the Debtor and Reorganized Debtor; (b) the Committee and the individual members thereof in their capacity as such; (c) the Prepetition Senior Lender; (d) the Prepetition Junior Lender; (e) Lincolnshire; (f) the Non-Debtor Affiliates; and (g) each of such Entities’ Related Persons; *provided however*, that all rights of the Liquidating Trust to prosecute any Causes of Action assigned to the Trust as set forth herein, including the D&O Insurance Assigned Claims, shall be fully preserved. For the avoidance of doubt, Brent Boudreaux and any other person qualifying as an “Insured Person” under that certain Management Liability Solutions 2.0 Insurance Policy, Policy No. DPLE320442, Policy Form Number D56100-G, shall not be a Released Party

**Exculpation:** The Debtor, the Debtor's officers and managers that served during the Chapter 11 Case, the Committee, the members of the Committee, and each of their respective professionals retained during the Chapter 11 Case, each solely in their capacities as such (collectively, the "**Exculpated Parties**"), will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Case, the sale or other disposition of the Debtor's assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; *provided however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction); *provided however*, that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of Section 1125(e) of the Bankruptcy Code.

**Releases:**

**(a) Debtor/Estate Release of Released Parties.**

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor, the Reorganized Debtor, the Estate, the Committee and the Liquidating Trust (collectively, the "**Debtor/Estate Releasors**") shall release (the "**Debtor/Estate Release**") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence

taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct, or gross negligence; *provided however*, the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; further provided that all rights of the Liquidating Trust to prosecute any Causes of Action assigned to the Liquidating Trust as set forth herein, including the D&O Insurance Assigned Claims, shall be fully preserved (for the avoidance of doubt, Brent Boudreaux and any other person qualifying as an “Insured Person” under that certain Management Liability Solutions 2.0 Insurance Policy, Policy No. DPLE320442, Policy Form Number D56100-G, shall not be a Released Party); and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court’s finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasers asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

**(b) Debtor/Other Party Release of Committee and Liquidating Trust.**

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor, the Prepetition Senior Lender, the Prepetition Junior Lender, Lincolnshire Management Inc., and the Non-Debtor Affiliates (collectively, the “Debtor/Other Party Releasers”) shall release (the “Debtor/Other Party Release”) the Committee, the members thereof (in their capacities as such) and the Liquidating Trust (collectively, the “Debtor/Other Party Releasees”), and each Debtor/Other Party Releasee is deemed released by the Debtor/Other Party Releasers from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Other Party Releasers, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Other Party Releasers would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor’s liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the

Debtor and any Debtor/Other Party Releasee, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Debtor/Other Party Releasee that constitutes fraud, willful misconduct, or gross negligence; *provided however*, the foregoing Debtor/Other Party Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor/Other Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Other Party Release is: (a) in exchange for the good and valuable consideration provided by the Debtor/Other Party Releasees; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Other Party Releasees asserting any Claim or Cause of Action released pursuant to the Debtor/Other Party Release.

(c) **TOPS/OTS Related Releases.**

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, TOPS and OTS, as releasors, shall release the Prepetition Senior Lender, the Prepetition Junior Lender, Lincolnshire Management Inc., the Non-Debtor Affiliates, and each of such Entities' Related Persons (collectively, the "**TOPS/OTS Releasees**"), and each TOPS/OTS Releasee is deemed released by TOPS and OTS from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of TOPS and/or OTS, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that TOPS and/or OTS would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and TOPS and/or OTS, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of

or relating to any act or omission of a TOPS/OTS Releasee that constitutes fraud, willful misconduct, or gross negligence; *provided however*, the foregoing TOPS/OTS release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor, the Reorganized Debtor, the Prepetition Senior Lender, the Prepetition Junior Lender, Lincolnshire Management Inc., and the Non-Debtor Affiliates, as releasors, shall release TOPS, OTS and each of such Entities' Related Persons (collectively, the "TOPS/OTS Parties"), and each TOPS/OTS Party is deemed released by the aforementioned releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the afore-mentioned releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that afore-mentioned releasors would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and the afore-mentioned releasors, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a TOPS/OTS Party that constitutes fraud, willful misconduct, or gross negligence; *provided however*, the foregoing TOPS/OTS release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing TOPS/OTS releases set forth in the preceding two paragraphs (the "TOPS/OTS Release(s)"), which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that each of the TOPS/OTS Releases is: (a) in exchange for the good and valuable consideration provided by the TOPS/OTS Parties; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of aforementioned releasors asserting any Claim or Cause of Action released pursuant to the TOPS/OTS Releases.

**Injunction:** In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtor, the Reorganized Debtor, the Liquidating Trust, or the Estate that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, the Reorganized Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets, with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor, the Reorganized Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtor, the Reorganized Debtor, the Estate, or the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the Holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor, the Reorganized Debtor, or the Liquidating Trust under the Plan.

## **Exhibit H**



**Exhibit H**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
Acadiana Valve Services & Supply, LLC		3670 Underwood			LaPorte	TX	77571
Acme Truck Line Inc		Msc-410683	PO Box 415000		Nashville	TN	37241
Advanced Office Products		620 Romero Street			Lake Charles	LA	70607
adWhite		33300 Egypt Lane	Suite F300		Magnolia	TX	77354
Aflac	Legal Dept	1932 Wynnton Road			Columbus	GA	31999
AJ Rentals Workdog (Andy Kulka)	DBA AJ Rentals Workdog Inc.	405 Rue Carnot			Carencro	LA	70520
Aldine I.S.D.		PO Box 203989			Houston	TX	77216
Alliance Overnight Document Service		400 Poydras St	Suite 1480		New Orleans	LA	70130
Allison Industrial Services II, LLC		PO Box 511			Morgan City	LA	70381
Allison Land Development II, LLC		PO Box 511			Morgan City	LA	70381
Allison Marine Holdings, LLC		19221 I-45 South	Suite 324		Shenandoah	TX	77385
Alpha Rentals LLC		PO Box 1470			Broussard	LA	70518
American Eagle		PO Box 896829			Charlotte	NC	28289
American Express		PO Box 650448			Dallas	TX	75265
American Recovery, LLC		16201 E Main St			Cut Off	LA	70345
Anchor Marine & Industrial Supply, Inc.		PO Box 58645			Houston	TX	77258
Ann Harris Bennett	Tax Assessor-Collector	PO Box 4622			Houston	TX	77210
Aqua-Tech Solutions, LLC		115 Nova Dr			Broussard	LA	70518
ARO Solutions, LLC		3315 Crestdale Dr			Houston	TX	77080-1246
Ashtead Technology Offshore, Inc.		14825 North West Fwy	Suite 900		Houston	TX	77040
AT&T		PO Box 105262			Atlanta	GA	30348
Becky Sandlin		3802 Robin Dr			Montgomery	TX	77356
Becnel Rental Tools LLC		340 Technology Ln			Gray	LA	70359
Blackwater Diving LLC		112 Forrest Rd			Morgan City	LA	70380
Blue Cross Blue Shield of LA	c/o Legal Dept.	PO Box 98019			Baton Rouge	LA	70898-9029
Blue Cross of Louisiana		PO Box 261798			Baton Rouge	LA	70826
BS&G Rentals LLC		PO Box 545			Broussard	LA	70518
Capital One Corporate Card		201 St. Charles Ave	29th Floor		New Orleans	LA	70170
Castlegate Credit Opportunity Fund, LLC	c/o Lincolnshire	40th Floor			New York	NY	10017
C-Dive, LLC		1011 Saadi St			Houma	LA	70363
C-Dive, LLC	Attn: Robert M. Champagne, III	PO Box 2968			Houma	LA	70361
Chet Morrison Contractors LLC		PO Box 3301			Houma	LA	70361
Clean Gulf Associates, Inc		Dept. #368	PO Box 4869		Houston	TX	77210
Community Coffee		PO Box 679510			Dallas	TX	75267
Corporation Service Company		PO Box 13397			Philadelphia	PA	19101
CP2 Realty Holdings		1535 W Loop S	Suite 450		Houston	TX	77027
C-Port Stone		16201 East Main St			Cut Off	LA	70345
Craig Griffith		687 W Dave Dugas Rd			Sulphur	LA	70665
Crosby Tugs, LLC		17751 LA-3235			Galliano	LA	70354
CUDD Pressure Control Inc	CUDD Energy Services	PO Box 203379			Dallas	TX	75320
Dan Strickland	dba Logistics Dispatch Management	9530 Morar Rd			Panama City	FL	32409-4407
Delaware Secretary of State		PO Box 5509			Binghamton	NY	13902
Delaware State Treasury		820 Silver Lake Blvd	Suite 100		Dover	DE	19904
Delta Rigging & Tools		102 Nova Dr			Broussard	LA	70518
Department of Treasury	Internal Revenue Service	1352 Marrows Road	Suite 204		Newark	DE	19711-5445
Department of Treasury	Internal Revenue Service	PO Box 7317			Philadelphia	PA	19101-7317
Department of Treasury	Internal Revenue Service	PO Box 7346			Philadelphia	PA	19101-7346

**Exhibit H**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
Diamondback E&P, successor by merger to Energen Resources Corporation	Attn: Bill Caraway, Vice President & Deputy General Counsel	500 W Texas Ave	Suite 1200		Midland	TX	79701
Disa Inc.		Dept 3731	PO Box 123731		Dallas	TX	75312
Dishman & Bennett Specialty Co, Inc.		PO Box 287			Houma	LA	70361
DLS, LLC		701 Robley Dr	Suite 104		Lafayette	LA	70503
DLS, LLC		701 Robley Dr	Suite 104		Lafayette	LA	70503
DLS, LLC		PO Box 309			Lydia	LA	70569
Double L Ranch & Wildlife Feed		3225 Junction Hwy			Ingram	TX	78025
DTN, LLC		26385 Network Place			Chicago	IL	60673
Eagle Oilfield Inspection Service, Inc.		PO Box 695			Broussard	LA	70518
Eaton Oil Tools, Inc		PO Box 1050			Broussard	LA	70518
Ecoserv, LLC		9525 US Highway 167			Abbeville	LA	70510
Encore Food Services L.L.C.		PO Box 4193			Houma	LA	70361
Energen Resources Corporation	Attn: Phil Eisenberg	605 Richard Arrington Jr. Blvd North			Birmingham	AL	35203-2720
Engineering Corporation of Louisiana		PO Box 51944			Lafayette	LA	70505
Epic Companies LLC		PO Box 840822			Dallas	Tx	75284
EPIC Software Group		701 Sawdust Road			Spring	TX	77380
Extreme Energy Services		1016 QCP Park Dr			Broussard	LA	70518
Fab-Con, Inc.		PO Box 520			Gonzales	LA	70707
FDF Energy Services, LLC		PO Box 677438			Dallas	Tx	75267
Federal Express		PO Box 94515			Palatine	IL	60094
Fire & Safety Specialists		PO Box 60639			Lafayette	LA	70596
Focus Safety Services L.L.C.		PO Box 52896			Lafayette	LA	70505
Forefront Emergency Management, LP		2802 Flintrock Trace	Suite B104		Lakeway	TX	78738
Fugro USA Marine, Inc.		PO Box 301114			Dallas	TX	75303
Gage Lange		266 Esquell Ranch Rd			Harper	TX	78631
Garmark SBIC Fund II LP		One Landmark Square	Suite 600		Stanford	CT	6901
George W. Kuney		1403 Laurel Ave.			Knoxville	TN	37916
GOL, LLC		4535 Highway 308			Raceland	LA	70394
Guardian Insurance Company		Appleton	PO Box 677458		Dallas	TX	75267
Gulf Coast Business Credit	For Acct of EPS Logistics Company	PO Box 731152			Dallas	TX	75373
H & H Well Service, Inc		PO Box 9439			New Iberia	LA	70562
HB Rentals, LC		5813 Highway 90 East			Broussard	LA	70518
HB Rentals, LC		PO Box 208643			Dallas	TX	75320-8643
Hertz Lake Charles One LLC		50 S B B King Blvd	Suite 120		Memphis	TN	38103-2626
Highlander Hot Shot Service		PO Box 2514			Edinburg	TX	78540
Holloway Houston Inc.		5833 Armour Drive			Houston	TX	77020
Homegrown Energy - McBryde, LP		PO Box 290207			Kerrville	TX	78029
IHS Global Inc.		PO Box 847193			Dallas	TX	75284
Impact Selector International		6740 Horizon Road			Heath	TX	75032
Inst & Elec Technologies		600 Saint Etienne Road			Broussard	LA	70518
Internal Revenue Service		PO Box 7346			Philadelphia	PA	19101-7346
International Construction Equipment, Inc		PO Box 402494			Atlanta	GA	30384
Iron Mountain		PO Box 915004			Dallas	TX	75391
ISN Software Corporation		PO Box 841808			Dallas	TX	75284
Jason Johnston		32 N. Speed Ln			Poplarville	MS	39470
Jim Alexander		1164 Lake Land Street			Lake Charles	LA	70605
Jody Lange		266 Esquell Ranch Rd			Harper	TX	78631

**Exhibit H**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
John W. Stone Oil Distributor, LLC		Dept. 322	PO Box 4869		Houston	TX	77210
Johnny Boudreaux		395 Ozark Rd			Church Point	LA	70525
Joseph Begnaud		7723 Sara Dr			Maurice	LA	70555-3375
Josh Towns		10989 Calvary Rd			Willis	TX	77318
Judge Richard S. Schmidt (retired)	Black Elk Trustee	The Claro Group	711 Louisiana St	Suite 2100	Houston	TX	77002
Keith Hotard		406 Trigger Trl			Argyle	TX	76226-1894
Kentwoo		PO Box 1669			Kenner	LA	70063
Kentwood Spring Water		PO Box 660579			Dallas	TX	75266
Lay, Pitman & Associates, Inc		2300 Marsh Point Rd	Suite 303		Neptune Beach	FL	32266
Lexco Data Systems L.P.		PO Box 692372			Houston	TX	77269
Loretta Greenleaf		811 Live Oak St			Westlake	LA	70669
Louisiana Department of Natural Resources		PO Box 44277			Baton Rouge	LA	70804
Louisiana Dept of Wildlife & Fisheries	Conservation Fund	2000 Quail Dr			Baton Rouge	LA	70808
Mackey Lange		301 Three Mill Rd			Mountain Home	TX	78058
Madere Fleeting Services, LLC		PO Box 850			Belle Chasse	LA	70037
MadMax Marine, LLC	Lisa Perrin	5083 Shell Rd			Lafitte	LA	70067
Magnum Mud Equipment Co Inc		PO Box 4258			Houma	LA	70361
Manson Construction Co		PO Box 2917			Houma	LA	70361
Mark Deroche		5332 Grant Lane			Iowa	LA	70647
Martin Energy Services LLC		Three Riverway	Suite 400		Houston	TX	77056
McDonough Marine Service		3500 North Causeway Blvd	Suite 900		Metairie	LA	70002
Montgomery County		400 N San Jacinto St			Conroe	TX	77301
Newlin Rentals-Repair & Supplies Inc.		2200 Elm St			Morgan City	LA	70380
Oceaneering International Inc.		PO Box 731943			Dallas	TX	75373
Office Depot-Houston		PO Box 660113			Dallas	TX	75266
Offshore Domestic Group, LLC	(fka Offshore Specialty Fabricators Inc)	Chamberlain, Hrdlicka et al	1200 Smith St	Suite 1400	Houston	TX	77002
Offshore Domestic Group, LLC	Attention: Brent Kallop	1800 Bering Drive	Suite 925		Houston	TX	77057
Offshore Domestic Group, LLC	c/o Chamberlain Hrdlicka	Attn: Jarrod B. Martin	1200 Smith St	Suite 1400	Houston	TX	77002
Offshore Marine Contractors, Inc.		133 West 113th Street			Cut Off	LA	70345
Offshore Specialty Fabricators Inc.		115 Menard Rd			Houma	LA	70363
Offshore Technical Solutions		690 South Hollywood Rd			Houma	LA	70360
Offshore Technical Solutions, LLC	c/o Bohman Morse, LLC	Attn: Martin S. Bohman	400 Poydras St	Suite 2050	New Orleans	LA	70130
Oil States Skagit Smatco LLC		PO Box 54983			New Orleans	LA	70154
Parkway Communications		819 Commons Lake Edge Dr			Huffman	TX	77336
Patriot Group		5000 Terminal St			Bellaire	TX	77401
PEC Safety	Attn: Veriforce	300 Holiday Square	Suite 200		Covington	LA	70433
Peregrine Oil & Gas LP		675 Bering Drive	Suite 620		Houston	TX	77057
Piling, Inc.		210 21st Street South			Texas City	TX	77590
Pioneer Coiled Tubing Services, LLC		PO Box 203674			Dallas	TX	75320
Power Torque Services LLC		PO Box 539			Bourg	LA	70343
Premier Tugs, LLC		308 Bella Vista Pkwy			Youngsville	LA	70592-6605
Premium Oilfield Services, LLC		PO Box 203763			Dallas	TX	75320
Proserv Operations Inc.		PO Box 204311			Dallas	TX	75320
PSC Industrial Holdings, Corp.	PSC Industrial Outsourcing, LP	PO Box 952304			Dallas	TX	75395
QUIKRETE Holdings, Inc.	The Quikrete Companies, LLC dba Custom Crete				Atlanta	GA	31193
Quill	Attn: Tom Riggelman	7 Technology Cir			Columbia	SC	29203
Quill Corporation		PO Box 37600			Philadelphia	PA	19101

**Exhibit H**

Served Via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
R360 Environmental Solutions LLC		P.O Box 671766			Dallas	TX	75267
RigNet Inc		PO Box 941629			Houston	TX	77094
Risk Management Services, Inc.	Arthur J. Gallagher	PO Box 532143			Atlanta	GA	30353
Robert Rieck		305 Blueridge Trail			Austin	TX	78746
Rodger Williamson		625 Large Road			Mansura	LA	71350
RP Southwood	c/o Madison Marquette	Attn Terri Torregrossa	1000 Main St	Suite 2400	Houston	TX	77002
RP Southwood, LP	Moody Rambin Interests	1455 West Loop S	Suite 700		Houston	TX	77027
Samuel McInnis		64 Lakeridge Ct			The Woodlands	TX	77381
Secretary of State		Division of Corporations	Franchise Tax	PO Box 898	Dover	DE	19903
Shore Offshore Services, LLC		PO Box 1159			Amelia	TX	70340
Sidd & Associates, LLC		9234 Edgeloch Dr			Spring	TX	77379
Smyser Kaplan & Veselka, LLP		700 Louisiana	Suite 2300		Houston	TX	77002
Snow & Green LLP		22255 Roberts Cemetery Rd			Hockley	TX	77447-9580
Sparrows Offshore LLC		6707 Northwinds Dr			Houston	TX	77041
Specialty Offshore, Inc.		24358 Gliderport Rd			Loranger	LA	70446
Specialty Offshore, Inc.		PO Box 2853			Hammond	LA	70404
Stansbury & Associates LLC		PO Box 1673			Morgan City	LA	70381
Star Measurement		PO Box 61704			Lafayette	LA	70596
State of Delaware Division of Corporations	c/o Franchise Tax	PO Box 898			Dover	DE	19903
StormGeo, Inc.		Dept 3728	PO Box 123728		Dallas	TX	75312
Stranco Rental LLC		PO Box 10158			Houma	LA	70363
Tammy J. McRae, PCAC	Tax Assessor-Collector	Montgomery County	400 N San Jacinto St		Conroe	TX	77301
Tarpon Systems International II, LLC		19221 I-45 South	Suite 325		Shenandoah	TX	77385
Team Industrial Services, Inc.		PO Box 842233			Dallas	TX	75284
Technology Professionals LLC		PO Box 4175			Houma	LA	70361
Tetra Applied Technologies		PO Box 841185			Dallas	TX	75284
Texas Parks and Wildlife Department	Artificial Reef Program	4200 Smith School Road			Austin	TX	78744
The Hartford-Priority Accounts	Group Benefits Division	PO Box 8500-3690			Philadelphia	PA	19178
The Spirit Golf Association		2441 High Timbers Dr	Suite 130		Spring	TX	77380-1053
The Strong Firm P.C.		Hughes Landing Two	1790 Hughes Landing Blvd	Suite 200	The Woodlands	TX	77380
Thomas Tools		PO Box 732868			Dallas	TX	75373
Tiger Offshore Rentals, LLC		PO Box 733252			Dallas	TX	75373
Tigress Environmental & Dockside Svs		320 Jacquelyn Street			Abbeville	LA	70510
Todd A. Hubble		2706 Bethel Mills Ct			Katy	TX	77494
Tom R Bode		PO Box 205			Harper	TX	78631
Tom's Marine & Salvage, LLC		3008 Jean Lafitte Blvd			Lafitte	LA	70067
Tommy Johnson		PO Box 841183			Houston	TX	77284
Tom's Marine & Salvage	Attn: Tom Dinh	3008 Jean Lafitte Road			Lafitte	LA	70067
Tony Mancuso	Sheriff & Tax Collector	PO Box 1450			Lake Charles	LA	70602-1450
Trent Mitchell		902 Martin Luther King Blvd			Picayune	MS	39466
Trussco		PO Box 679471			Dallas	TX	75267
Turnkey Offshore Project Services LLC	c/o Nalley, Dew & Miner, APLC	Attn: George Nalley	2450 Severn Ave	Suite 100	Metairie	LA	70001
Turnkey Offshore Project Services, LLC		8506 Shrimpers Row			Dulac	LA	70353
Turnkey Offshore Project Services, LLC		PO Box 5041			Houma	LA	70361
Turnkey Offshore Project Services, LLC	c/o Nalley, Dew, and Miner, APLC	Attn: George J. Nalley, Jr	2450 Severn Ave		Metairie	LA	70001
United Vision Logistics		PO Box 975357			Dallas	TX	75397
US Aqua Services, LLC		PO Box 10087			New Iberia	LA	70562
Veriforce		300 Holiday Square Blvd	Suite 100		Covington	LA	70433

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
Versabar Inc.		1111 Engineers Road			Belle Chasse	LA	70037
W&T Offshore, Inc.	Attn: Shahid Ghuari, VP, General Counsel & Corporate Secretary	5718 Westheimer Road	Suite 700		Houston	TX	77057
War Horse Fishing & Rental Tools Inc.		PO Box 1171			Alice	TX	78333-1171
Weather Decision Technologies, Inc.		Box 325			Norman	OK	73070
Wells Fargo Bank, National Association, as Administrative Agent		1700 Lincoln St	3rd Floor	MAC C7300-033	Denver	CO	80203
West Side Calhoun County Navigation District		PO Box 189			Seadrift	TX	77983
West Wind Helicopters Inc.		PO Box 929			Santa Fe	LA	77517
Wet Tech Energy, Inc.		PO Box 310			Milton	LA	70558
WP Realty LP	dba Whispering Pines Golf Club	1532 Whispering Pines Dr			Trinity	TX	75862